

SALE DEED OF LAND WITH BUILDINGS

THIS DEED OF SALE is made at this day of....., 2000, between Shrison of residing at hereinafter referred to as 'Vendor No. 1' (which expression shall unless the context or meaning be otherwise repugnant mean and include his heirs, legal representatives, executors, administrators, assigns) of the FIRST PART and Smt. A, wife of Shri residing at hereinafter referred to as "Vendor No. 2" (which expression shall unless the context or meaning be otherwise repugnant mean and include her heirs, legal representatives, executors, administrators, assigns) of the SECOND PART and M/s., a firm registered under the Indian Partnership Act, 1932 and carrying out its business at represented by the two partners.

(i) Shri M residing at (ii) Shri N residing at, hereinafter referred to as "Vendor No. 3" (which expression shall unless the context or meaning thereof be otherwise repugnant mean and include the heirs, legal representatives, executors, administrators, assigns) of the deceased partners and the partners and the partners for the time being of the THIRD PART in favour of the a company incorporated under the Companies Act, 1956 and having its registered office at hereinafter referred to as "the Purchaser" (which expression shall unless the context or meaning thereof be otherwise repugnant mean and include its successors and assigns).

WHEREAS the Vendor Nos. 1 and 2 are absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece and portion of land in plot No..... admeasuring sq. metres (..... sq. fts) or thereabout comprising plot area of sq. mts. (..... sq. fts.) and the area under approach road admeasuring sq. mts. (..... sq. fts.) in the layout bearing dated sanctioned -by the Municipal Corporation and comprised in Survey No at more particularly described in the First Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red coloured boundary line (which piece of land is hereinafter referred to as the said land).

AND WHEREAS the Vendor Nos. 1 and 2 party as the owners of the said land made an application to the Government of under section 21 of the Urban land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "the Said Act") for the exemption of plots of land admeasuring sq. mts. from the provisions of Chapter III of the said Act and granting permission for its sale.

AND WHEREAS an order No. ULC dated was passed by the Government of under section 21 of the Urban Land (Ceiling and Regulation) Act, 1976 and modified vide letter No dated exempting the land described in the Recital B from the provisions of Chapter III of UL (C&R) Act, 1976 and permitting the Vendor Nos. 1 and 2 to sell the said land with buildings to the Ltd. the purchaser herein subject to the conditions mentioned therein.

AND WHEREAS by an Agreement for sale dated made between the purchaser and the Vendor No. 3 and confirmed by the Vendor Nos. 1 and 2 (hereinafter referred to as "The said Agreement") and Vendor No. 3 has agreed to procure for construction the said land and to construct residential buildings consisting of flats/tenements as per plan approved by the Municipal Corporation and as per designs and specifications

required by the purchaser at the rate and on the terms and conditions contained in the said Agreement.

AND WHEREAS the Additional Collector, has granted permission for non-agricultural use of the land for construction of residential buildings on the said land by order No. dated

AND WHEREAS pursuant to the said agreement the Vendor No. 3 called upon the Vendor Nos. 1 and 2 to execute the conveyance of the said land together with the buildings constructed thereon in favour of the purchaser and the Vendor Nos. 1 and 2 have agreed to do so on the vendor No. 3 joining in the execution of this present as the Vendor No. 3.

AND WHEREAS the Vendors are desirous and have agreed to sell unto the purchaser the said land with three buildings containing tenements sq. fts. of built-up area which includes over and above the sanctioned rate of Rs per sq. ft. an extra rate of Rs per sq. ft. for providing extra amenities, superior specifications and additional developments and the purchaser has agreed to purchase them for the total price of Rs of which Rs and Rs are payable to the Vendor No. 1 and Vendor No. 2 respectively.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the said agreement and in consideration of the sum of Rs (Rupees only) paid on or before the execution of these presents, by the Vendor No. 3 to the Vendor Nos. 1 and 2 in further consideration of the sum of Rs. (Rupees only) paid on or before the execution of these presents, by the Purchaser to the Vendor No. 3 (the receipt and payment of which the vendors do hereby acknowledge, and admit and of and from the same and every part thereof, do hereby acquit and release and forever discharge the purchaser), the vendors do hereby GRANT, CONVEY, SELL, TRANSFER AND ASSURE unto the purchaser, its successors, assigns and administrators-in-interest ALL THE SAID land more particularly described in the First Schedule hereunder written together with the three buildings consisting of flats and all ways, paths, passages, easements, privileges, trees, appurtenances, whatsoever to the said plot or in any way appertaining to the same and/or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed to be so held, used, occupied or enjoyed and all the estate, right, title, interest, claim and demands whatsoever both at law or in equity of the vendors into or out of the said plot, hereby granted, conveyed, sold, transferred and assured or otherwise expressed and intended so to be UNTO AND TO THE use of the purchaser absolutely forever and absolutely free from all encumbrances, claims, SUBJECT HOWEVER to the payment of all rates, taxes, assessments, dues and duties chargeable upon the said plot and payable to the Government or the Municipal Corporation of the City of or any other authority in respect thereof and the vendors do hereby covenant with the purchaser that notwithstanding any act, deed or thing by the vendors done or executed or knowingly suffered to the contrary, the vendors now have in themselves good right, full power and absolute authority to grant, convey, sell, transfer and assure the said land with the buildings hereby conveyed and assured or expressed and intended so to be unto and to the use of the purchaser in the manner aforesaid and that the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the same and receive the rents and profits thereof without any lawful eviction, interruption, claim and demands whatsoever from or by the vendors or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors well and

sufficiently saved, defended or kept harmless and indemnified, or from and against all estates, claims, charges, encumbrances whatsoever heretofore made, executed, occasioned or suffered by the vendors or by any person or persons lawfully claiming or to claim by, from, under or in trust for them and the vendors and all other persons claiming by from / or under the vendors shall and will from time to time and at all times hereinafter at the request of the purchaser execute, make or perfect or cause to be executed, made or perfected all such acts, deeds, things and assurances whatsoever for further and more perfectly assuring the said land and building constructed thereon and every part thereof UNTO AND TO THE USE of the Purchaser as shall or may be reasonably required.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the vendors with intent to bind so far as they can, call upon all persons into whose custody the deeds and writing comprised in the Second Schedule hereunder written shall come DO FURTHER COVENANT with the purchaser, its successors and assigns that the vendors shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser or any person or persons having or lawfully or equitably claiming through the purchaser, its successors and or assigns any estate or interest in the said land described in the First Schedule hereunder written or any part thereof produce or cause to be produced to the purchaser and other person or persons as aforesaid or its/their solicitors, advocates or agent or the person or persons so requiring production of the said deeds and writings comprised in the Second Schedule hereunder written at any trial, hearing, commission or examination or in the course of any judicial or other proceedings or otherwise as occasion shall require all or any of the said deeds and writings comprised in the Second Schedule hereunder written which relate as well as to the said land as also to other land belonging to the vendors and the possession of which is retained by the vendors for the proof, defence and support, of the title of the purchaser, its successors and assigns or any other person or persons as aforesaid to the said land described in Schedule 1 hereunder written or any part thereof and will permit the same to be examined, inspected or given in evidence and will also at the like request and cost of the purchaser, its successors or assigns or any other person or persons as aforesaid made and furnish or cause to be made and furnished to it/or them such true attested or other copies or abstracts of or extracts from the same deeds and writings respectively or any of them as it or they may require and shall and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe, whole, uninjured, unobliterated and uncancelled. Provided always and it is hereby declared that in case the vendors or their successors and assigns shall deliver the said deeds and writings or any of them to any further purchaser or purchasers of any of the land hereditaments and premises to which the same may relate or to any other person or persons for the time being entitled to the custody of the said deeds and writings and shall thereupon at their own costs and charges procure for such purchaser herein, its successors and assigns similar in all respect of the covenant hereinbefore contained then and in such case and immediately thereupon the said mentioned covenant shall cease and be null and void so far as regards the deeds and writings to which the said substituted covenant shall relate.

The Vendor No. 3 hereby confirms the sale between the vendors and the purchaser of the said land and has executed this Deed as Vendor No. 3.

IN WITNESS WHEREOF, the vendors hereto have hereunto set their respective hands on the day, month and year first hereinabove written.

*First Schedule above referred to
(Description of the said Land)
Second Schedule
List of Documents retained and covenanted to be produced*

Signed and delivered by the within named vendor
Nos. 1 and 2 by their duly constituted Attorney
Shri

.....

Signed and delivered by the
Vendor
No. 3,
by Shri M and Shri N,
partners

WITNESSES;

Received the day and year first hereinabove written a sum of Rs (Rupees
..... only) being the full consideration money as within mentioned payable
to the vendor No. 1.

I say received
(Vendor No. 1)

Received the day and year first hereinabove written a sum of Rs. (Rupees
.....) being the full consideration money as within mentioned
payable to the vendor No. 2.

I say received
(Vendor No. 2)

Received the day and year first hereinabove written a sum of Rs.
(Rupees) being the full consideration money as within
mentioned payable to the vendor No. 3.

We say received
for

WITNESSES

1 .

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